AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of September 1, 2005 (the "Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act").

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain unbundled loop rates and resale discount rates, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. <u>Amendments to Interconnection Agreements</u>. The Parties agree that the terms and conditions set forth in <u>Attachment 2</u> hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to September 1, 2005, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. Further, the Parties agree that, if they establish new or replacement interconnection agreements that take effect prior to May 31, 2008 (including, for avoidance of doubt,

interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act) beyond those or replacing those set forth in <u>Attachment 1</u> hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

- 2. <u>Conflict between this Amendment and the Interconnection Agreements</u>. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; *provided, however*, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this <u>Section 2</u>.
- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4. <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5. <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
- 6. <u>Scope of Amendment</u>. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in <u>Section 1</u> of this Amendment, and, except to the extent set forth in <u>Section 1</u> of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
- 7. <u>Termination</u>. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES	THE VERIZON PARTIES
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS PARTIES DATE AMENDMENT NUMBER ACC INTERCONNECTION AGREEMENTS Massachusetts INTERCONNECTION Verizon New Effective Amendment 3 AGREEMENT UNDER England Inc., 6/25/97 d/b/a Verizon SECTIONS 251 AND 252 OF THE Massachusetts. **TELECOMMUNICATIONS** f/k/a New England ACT OF 1996 Telephone and Dated as of June 25, Telegraph 1997 Company, d/b/a Bell Atlantic by and between **NEW ENGLAND** - Massachusetts TELEPHONE AND **TELEGRAPH COMPANY ACC National** Telecom Corp. and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS ACC INTERCONNECTION AGREEMENTS **New York** INTERCONNECTION Verizon New York Effective Amendment 4 6/24/02 AGREEMENT UNDER Inc. SECTIONS 251 AND 252 **ACC National** OF THE **TELECOMMUNICATIONS** Telecom Corp. **ACT OF 1996** Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and **ACC NATIONAL** TELECOM CORP.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER ACC INTERCONNECTION AGREEMENTS Amendment 3 Washington, DC INTERCONNECTION Verizon **Effective** AGREEMENT UNDER Washington, DC 6/8/98 SECTIONS 251 AND 252 Inc.. OF THE f/k/a Bell Atlantic -**TELECOMMUNICATIONS** Washington, D.C., **ACT OF 1996** Inc. Dated as of June 8, 1998 **ACC National** by and between **BELL ATLANTIC -**Telecom Corp. WASHINGTON, D.C., INC. and **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS California INTERCONNECTION, Verizon California Effective **Amendment 8** Inc., 1/23/97 RESALE AND UNBUNDLING f/k/a GTE **AGREEMENT** California between Incorporated **GTE CALIFORNIA** INCORPORATED, AT&T **CONTEL OF Communications** CALIFORNIA, INC. of California, Inc. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS **Verizon New York** Connecticut **Assigned Agreement: Effective** Amendment 3 Inc., 6/10/98 (ACC assigned its d/b/a Verizon New INTERCONNECTION Connecticut AGREEMENT UNDER York. agreement to SECTIONS 251 AND 252 f/k/a New York AT&T) OF THE Telephone **TELECOMMUNICATIONS** Company, **ACT OF 1996** d/b/a Bell Atlantic Dated as of June 10, - New York 1998 by and between ACC Long **NEW YORK TELEPHONE** Distance of & TELEGRAPH Connecticut Corp. COMPANY d/b/a (AT&T **BELL ATLANTIC -NEW Communications** YORK of New England, and Inc., assignee) **ACC LONG DISTANCE OF** CONNECTICUT CORP. FOR CONNECTICUT AT&T INTERCONNECTION AGREEMENTS Verizon Delaware Effective Delaware **AGREEMENT** Amendment 4 Inc., 9/30/97 between Bell Atlantic -- Delaware, f/k/a Bell Atlantic - Delaware, Inc. Inc. and AT&T **AT&T Communications** of Delaware. Inc. **Communications Effective Date:** of Delaware, Inc. **September 30, 1997**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Florida Verizon Florida INTERCONNECTION, **Effective** Amendment 5 Inc., **RESALE** 8/1/97 AND UNBUNDLING f/k/a GTE Florida AGREEMENT Incorporated between **AT&T COMMUNICATIONS** AT&T OF THE SOUTHERN **Communications** STATES. INC. of the Southern and States, Inc. GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Adopted Agreement: Idaho **Verizon Northwest** Adoption Amendment 2 **Effective** Inc.. (AT&T adopted Interconnection, Resale f/k/a GTE 7/10/01 the terms of the and Unbundling Northwest **Pathnet** Agreement Incorporated agreement) Between **GTE Northwest** Pathnet, Inc. INCORPORATED (AT&T Communications and PATHNET, INC. of the Mountain States, Inc., adoptee) AT&T INTERCONNECTION AGREEMENTS Illinois Verizon North Inc., Effective Amendment 4 INTERCONNECTION, RESALE f/k/a GTE North 6/28/99 AND UNBUNDLING Incorporated. **AGREEMENT Verizon South** Inc., among f/k/a GTE South **GTE NORTH** INCORPORATED, GTE Incorporated SOUTH INCORPORATED. AT&T d/b/a **GTE SYSTEMS OF Communications** ILLINOIS of Illinois, Inc. AT&T COMMUNICATIONS OF ILLINOIS, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF EXACT TITLE OF ICA STATE IS PARTIES DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Indiana Verizon North Inc., INTERCONNECTION, **Effective** Amendment 2 RESALE f/k/a GTE North 11/24/99 AND UNBUNDLING Incorporated **AGREEMENT** Contel of the South, Inc., between **GTE NORTH** d/b/a Verizon **INCORPORATED AND** North Systems CONTEL OF THE SOUTH. INC.. d/b/a GTE AT&T SYSTEMS OF INDIANA, Communications INC. of Indiana, Inc. and AT&T COMMUNICATIONS OF INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS Verizon New Effective Amendment 3 Maine Assigned Agreement: England Inc.. 4/7/99 (ACC assigned its INTERCONNECTION d/b/a Verizon Maine agreement AGREEMENT UNDER Maine. to AT&T) SECTIONS 251 AND 252 f/k/a New England OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, d/b/a Bell Atlantic Dated as of April 7, 1999 by and between - Maine **NEW ENGLAND TELEPHONE & ACC National** TELEGRAPH COMPANY Telecom Corp. (AT&T d/b/a **BELL ATLANTIC - MAINE** Communications of New England, and ACC NATIONAL Inc., assignee) TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS Maryland AGREEMENT **Verizon Maryland** Effective Amendment 4 8/1/97 between Inc.. f/k/a Bell Atlantic Bell Atlantic -- Maryland, Inc. - Maryland, Inc. and

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

				,
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T Communications	AT&T		
	of Maryland, Inc.	Communications		
	Effective Date:	of Maryland, Inc.		
	August 1, 1997			
		IECTION AGREEMENT	1	T
Massachusetts	INTERCONNECTION AGREEMENT	Verizon New England Inc., d/b/a Verizon	Effective 4/13/98	Amendment 2
	Agreement between	Massachusetts,		
	AT&T Communications	f/k/a New England		
	of New England, Inc. and	Telephone and		
	New England Telephone	Telegraph		
	and Telegraph	Company,		
	Company, d/b/a Bell	d/b/a Bell Atlantic		
	Atlantic - Massachusetts	 Massachusetts 		
		ATOT		
		AT&T Communications		
		of New England,		
		Inc.		
	AT&T INITEDCONIA	IECTION AGREEMENT	<u> </u>	
Michigan	INTERCONNECTION,	Verizon North Inc.,	Effective	Amendment 4
wiiciliyali	RESALE	f/k/a GTE North	8/3/99	Amenument 4
	AND UNBUNDLING	Incorporated	0,0,33	
	AGREEMENT	Contel of the		
	between	South, Inc.,		
	GTE NORTH	d/b/a Verizon		
	INCORPORATED AND	North Systems		
	CONTEL OF THE SOUTH,			
	INC., d/b/a GTE	AT&T		
	SYSTEMS OF MICHIGAN	Communications		
	and	of Michigan, Inc.		
	AT&T COMMUNCIATIONS			
	OF MICHIGAN, INC.			

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS **New Hampshire Assigned Agreement: Verizon New** Effective Amendment 3 England, Inc., 6/10/98 (ACC assigned its d/b/a Verizon New INTERCONNECTION **New Hampshire** AGREEMENT UNDER Hampshire, agreement to SECTIONS 251 AND 252 f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, Dated as of June 10, d/b/a Bell Atlantic - New Hampshire 1998 by and between **NEW ENGLAND ACC National TELEPHONE &** Telecom Corp. **TELEGRAPH COMPANY** (AT&T **Communications** d/b/a **BELL ATLANTIC - NEW** of New England, HAMPSHIRE Inc., assignee) and ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS **Verizon New** Effective Amendment 4 **New Jersey AGREEMENT** Jersey Inc., 9/15/97 between f/k/a Bell Atlantic (AT&T **Bell Atlantic -- New** - New Jersey, Inc. Communications Jersey, Inc. of New Jersey, and Inc., assigned its AT&T Communications AT&T agreement to of New Jersey. Inc. **Communications** AT&T **Effective Date:** of New Jersey, Communications **September 15, 1997** Inc. (AT&T of New Jersey, **Communications** L.P.) of New Jersey, L.P., assignee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS **New York Verizon New York** INTERCONNECTION Effective Amendment 4 AGREEMENT UNDER Inc. 6/24/02 SECTIONS 251 AND 252 OF THE AT&T **TELECOMMUNICATIONS Communications ACT OF 1996** of New York, Inc. Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and AT&T COMMUNICATIONS OF NEW YORK, INC. AT&T INTERCONNECTION AGREEMENTS **North Carolina** Effective Amendment 2 INTERCONNECTION, **Verizon South** RESALE Inc.. 2/9/99 AND UNBUNDLING f/k/a GTE South **AGREEMENT** Incorporated between AT&T COMMUNICATIONS AT&T OF THE SOUTHERN Communications STATES. INC. of the Southern States, Inc. and GTE SOUTH **INCORPORATED** AT&T INTERCONNECTION AGREEMENTS Ohio INTERCONNECTION, Verizon North Inc., Effective Amendment 4 RESALE f/k/a GTE North 12/30/98 AND UNBUNDLING Incorporated AGREEMENT AT&T between GTE NORTH Communications INCORPORATED of Ohio, Inc. and AT&T COMMUNICATIONS OF OHIO, INC. AT&T INTERCONNECTION AGREEMENTS Oregon INTERCONNECTION, **Verizon Northwest Effective** Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

Interconnection Agreements Between The Parties as of September 1, 2005				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc.	1/27/99	
		IECTION AGREEMENT		
Pennsylvania (former Bell Atlantic) (AT&T adopted the terms of the TCG agreement)	Adopted Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. TCG – Pittsburgh (AT&T Communications of Pennsylvania, Inc., adoptee)	Adoption Effective 4/29/02	Amendment 2
		IECTION AGREEMENT		
Pennsylvania (former GTE)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania, Inc.	Effective 10/12/99	Amendment 4

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Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF EXACT TITLE OF ICA STATE IS PARTIES DATE AMENDMENT NUMBER **CONTEL OF TEXAS, INC.** of Texas, L.P., f/k/a AT&T and AT&T COMMUNICATIONS Communications OF THE SOUTHWEST, of the Southwest. INC. Inc. AT&T INTERCONNECTION AGREEMENTS Assigned Agreement: Verizon New **Effective Amendment 3** Vermont England Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon Vermont AGREEMENT UNDER Vermont. agreement to SECTIONS 251 AND 252 f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, d/b/a Bell Atlantic Dated as of June 10, 1998 Vermont by and between **BELL ATLANTIC -ACC National VERMONT** Telecom Corp. (AT&T and **ACC NATIONAL** Communications TELECOM CORP. of New England, Inc., assignee) AT&T INTERCONNECTION AGREEMENTS Effective Amendment 3 Virginia INTERCONNECTION Verizon Virginia (former Bell AGREEMENT UNDER 10/8/02 Inc. Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic

- Virginia, Inc. OF THE **TELECOMMUNICATIONS ACT OF 1996** AT&T Dated as of October 8, Communications 2002 of Virginia, Inc. by and between **VERIZON VIRGINIA INC.** and AT&T COMMUNICATIONS OF VIRGINIA, INC. AT&T INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION, **Verizon South** Effective Amendment 2 (former GTE) RESALE Inc., 5/28/99

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AND UNBUNDLING	f/k/a GTE South		
	AGREEMENT	Incorporated		
	between			
	GTE SOUTH	AT&T		
	INCORPORATED	Communications		
	and	of Virginia, Inc.		
	AT&T COMMUNICATIONS			
	OF VIRGINIA, INC.			
	1	ECTION AGREEMENT		
Washington	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3
	RESALE	Inc.,	9/25/97	
	AND UNBUNDLING	f/k/a GTE		
	AGREEMENT	Northwest		
	between	Incorporated		
	GTE NORTHWEST			
	INCORPORATED	AT&T		
	and	Communications		
	AT&T COMMUNICATIONS	of the Pacific		
	OF THE PACIFIC	Northwest, Inc.		
	NORTHWEST, INC.			
		IECTION AGREEMENT		
Washington, DC	AGREEMENT	Verizon	Effective	Amendment 4
	between	Washington, DC	8/25/97	
	Bell Atlantic	Inc.,		
	Washington, DC, Inc.	f/k/a Bell Atlantic		
	and	Washington,		
	AT&T Communications	D.C., Inc.		
	of Washington, DC, Inc.			
	Effective Date: August	AT&T		
	25, 1997	Communications		
		of Washington,		
		DC, Inc.		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS West Virginia Verizon West **Amendment 3** Adopted Agreement: Adoption Virginia Inc., Effective 2/10/99 MCImetro/Bell Atlantic f/k/a Bell Atlantic (AT&T adopted the terms of the INTERCONNECTION - West Virginia, **MCImetro AGREEMENT 1997** Inc. agreement) MCImetro/Bell Atlantic **MCImetro Access** Interconnection **Transmission** Agreement between Services, Inc. **MCImetro Access** (AT&T **Transmission Services. Communications** Inc. ("MCIm") and Bell of West Virginia, Inc., adoptee) Atlantic-West Virginia, AT&T INTERCONNECTION AGREEMENTS Wisconsin **Effective** Amendment 2 INTERCONNECTION, Verizon North Inc., RESALE f/k/a GTE North 2/5/99 AND UNBUNDLING Incorporated **AGREEMENT** AT&T between AT&T COMMUNICATIONS Communications OF WISCONSIN, INC. of Wisconsin, Inc. and **GTE NORTH INCORPORATED**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS California **Verizon California** Adopted Agreement: Adoption Amendment 6 Inc., Effective 6/10/98 (TCG Los Angeles f/k/a GTE INTERCONNECTION, **RESALE AND** adopted the California terms of the UNBUNDLING Incorporated **MCImetro AGREEMENT MCImetro Access** agreement) BETWEEN GTE CALIFORNIA Transmissi on INCORPORATED Services, Inc. AND (Teleport MCImetro ACCESS **Communications** TRANSMISSION Group, Inc. Los SERVICES. INC. Angeles, adoptee) TCG INTERCONNECTION AGREEMENTS California Verizon California Amendment 6 Adopted Agreement: Adoption Effective Inc., f/k/a GTE (TCG San Diego INTERCONNECTION. 6/10/98 adopted the **RESALE AND** California terms of the UNBUNDLING Incorporated **MCImetro AGREEMENT** agreement) BETWEEN **MCImetro Access GTE CALIFORNIA Transmission** INCORPORATED Services, Inc. (Teleport AND MCImetro ACCESS Communications TRANSMISSION Group Inc., San SERVICES, INC. Diego, adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS **Verizon California** California Adopted Agreement: Adoption Amendment 6 Inc., Effective 6/10/98 (TCG San f/k/a GTE INTERCONNECTION, Francisco **RESALE AND** California adopted the UNBUNDLING Incorporated terms of the **AGREEMENT MCImetro Access** MCImetro BETWEEN agreement) GTE CALIFORNIA **Transmission** INCORPORATED Services, Inc. AND (Teleport MCImetro ACCESS Communications **TRANSMISSION** Group, Inc. San SERVICES, INC. Francisco, adoptee) TCG INTERCONNECTION AGREEMENTS Verizon Delaware INTERCONNECTION Effective Amendment 8 Delaware AGREEMENT UNDER Inc.. 9/13/96 SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - Delaware, Inc. **TELECOMMUNICATIONS ACT OF 1996** TCG Delaware Dated as of September Valley, Inc., 13. 1996 f/k/a Eastern by and between TeleLogic **BELL ATLANTIC-**Corporation DELAWARE, INC. and **EASTERN TELELOGIC CORPORATION**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Verizon Florida Florida Adopted Agreement: Adoption Amendment 4 Inc., Effective (TCG adopted the INTERCONNECTION, f/k/a GTE Florida 3/6/98 terms of the AT&T RESALE Incorporated agreement) AND UNBUNDLING **AGREEMENT** AT&T Communications between AT&T COMMUNICATIONS of the Southern OF THE SOUTHERN States, Inc. (TCG STATES, INC. South Florida, and adoptee) GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Adopted Agreement: Illinois Verizon North Inc., Adoption Amendment 2 Effective f/k/a GTE North 6/2/04 (TCG adopted the INTERCONNECTION, Incorporated, terms of the AT&T RESALE **Verizon South** agreement) AND UNBUNDLING Inc.. f/k/a GTE South AGREEMENT Incorporated among **GTE NORTH** INCORPORATED, GTE AT&T SOUTH INCORPORATED. Communications of Illinois, Inc. d/b/a **GTE SYSTEMS OF** (TCG Chicago and **ILLINOIS** TCG Illinois, and adoptee) AT&T COMMUNICATIONS OF ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Indiana **Adopted Agreement:** Verizon North Inc., Adoption Amendment 2 f/k/a GTE North Effective (TCG adopted the INTERCONNECTION, 5/21/03 Incorporated terms of the AT&T RESALE Contel of the agreement) AND UNBUNDLING South, Inc., d/b/a Verizon AGREEMENT **North Systems** between GTE NORTH **INCORPORATED AND** AT&T

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	Communications of Indiana, Inc. (TCG Indianapolis, adoptee)		
		ECTION AGREEMENT	S	
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. TCG – Maryland	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS **Verizon New** Massachusetts INTERCONNECTION Effective Amendment 4 AGREEMENT UNDER England Inc., 10/29/97 SECTIONS 251 AND 252 d/b/a Verizon OF THE Massachusetts. **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Telegraph Dated as of October 29, 1997 Company, by and between d/b/a Bell Atlantic - Massachusetts **BELL ATLANTIC-MASSACHUSETTS** Teleport and **TELEPORT** Communications-**COMMUNICATIONS** Boston, Inc., f/k/a Teleport **BOSTON Communications Boston** TCG INTERCONNECTION AGREEMENTS Adoption **Amendment 4** Michigan Adopted Agreement: Verizon North Inc., f/k/a GTE North Effective (TCG adopted the INTERCONNECTION. Incorporated 11/24/99 terms of the AT&T RESALE agreement) AND UNBUNDLING AT&T AGREEMENT **Communications** between of Michigan, Inc. GTE NORTH (Teleport **INCORPORATED AND Communications** CONTEL OF THE SOUTH. Group Inc./TCG INC., d/b/a GTE Detroit, adoptee) SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF MICHIGAN, INC. TCG INTERCONNECTION AGREEMENTS **New Hampshire Adoption of Assigned** Verizon New Adoption Amendment 3 England Inc., Effective Agreement: 6/18/02 (TCG adopted the d/b/a Verizon New terms of the AT&T INTERCONNECTION Hampshire. f/k/a New England agreement, AGREEMENT UNDER

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
originally assigned to AT&T by ACC)	SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998	Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire		
	by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a	ACC National Telecom Corp. (AT&T Communications of New England,		
	BELL ATLANTIC - NEW HAMPSHIRE and	Inc., assignee, TCG New Hampshire, Inc.,		
	ACC NATIONAL TELECOM CORP.	adoptee)		
	TCG INTERCONN	ECTION AGREEMENT	S	
New Jersey	INTERCONNECTION	Verizon New	Effective	Amendment 5
non colocy	AGREEMENT UNDER	Jersey Inc.,	9/13/96	7
Eastern TeleLogic	SECTIONS 251 AND 252	f/k/a Bell Atlantic	0/10/00	
	OF THE	- New Jersey, Inc.		
	TELECOMMUNICATIONS	, , ,		
	ACT OF 1996	TCG Delaware		
	Dated as of September	Valley, Inc.,		
	13, 1996	f/k/a Eastern		
	by and between	TeleLogic		
	BELL ATLANTIC-NEW	Corporation		
	JERSEY, INC.			
	and			
	EASTERN TELELOGIC			
	CORPORATION			
NI.	NITEDOON SECTION		F(f) (1)	A 1
New Jersey	INTERCONNECTION	Verizon New	Effective	Amendment 5
TC Systems Inc	AGREEMENT UNDER SECTIONS 251 AND 252	Jersey Inc., f/k/a Bell Atlantic	2/3/97	
TC Systems, Inc.	OF THE	- New Jersey, Inc.		
	TELECOMMUNICATIONS	– New Jersey, IIIC.		
	ACT OF 1996	Teleport		
	Dated as of February 3,	Communications		
	1997	New York,		
L	-		I.	

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005

THIS **AMENDMENT** NAMES OF EFFECTIVE STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER by and between f/k/a TC Systems, **BELL ATLANTIC - NEW** Inc. JERSEY, INC. and TC SYSTEMS, INC. TCG INTERCONNECTION AGREEMENTS **New York** Verizon New York Effective INTERCONNECTION **Amendment 4** AGREEMENT UNDER 6/24/02 Inc.. SECTIONS 251 AND 252 f/k/a New York OF THE Telephone **TELECOMMUNICATIONS** Company **ACT OF 1996** Dated as of June 24, Teleport 2002 **Communications** by and between Group Inc. **VERIZON NEW YORK** INC. and **TELEPORT COMMUNICATIONS GROUP INC.** TCG INTERCONNECTION AGREEMENTS **North Carolina** Adopted Agreement: **Verizon South** Adoption Amendment 2

Effective Inc., f/k/a GTE South 12/8/00 (TCG adopted the INTERCONNECTION, terms of the AT&T RESALE Incorporated agreement) AND UNBUNDLING **AGREEMENT** AT&T Communications between AT&T COMMUNICATIONS of the Southern OF THE SOUTHERN States, Inc. (TCG STATES, INC. of the Carolinas, Inc., adoptee) and GTE SOUTH **INCORPORATED**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF EFFECTIVE STATE EXACT TITLE OF ICA IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Ohio Verizon North Inc., Amendment 2 Adopted Agreement: Adoption f/k/a GTE North Effective 6/2/04 (TCG adopted the INTERCONNECTION, Incorporated **RESALE** terms of the AT&T agreement) AND UNBUNDLING AT&T Communications AGREEMENT of Ohio, Inc. (TCG between GTE NORTH Ohio, Inc., INCORPORATED adoptee) and AT&T COMMUNICATIONS OF OHIO, INC. TCG INTERCONNECTION AGREEMENTS Adopted Agreement: **Verizon Northwest** Adoption Amendment 3 Oregon Effective Inc., (TCG adopted the f/k/a GTE 4/23/99 INTERCONNECTION, terms of the AT&T **RESALE** Northwest agreement) AND UNBUNDLING Incorporated **AGREEMENT** AT&T between GTE NORTHWEST Communications **INCORPORATED** of the Pacific Northwest, Inc. and AT&T COMMUNICATIONS (TCG Oregon, OF THE PACIFIC adoptee) NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Effective Amendment 3 Pennsylvania INTERCONNECTION Verizon (former Bell AGREEMENT UNDER Pennsylvania Inc., 2/3/97 Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - Pennsylvania, **TCG Pittsburgh TELECOMMUNICATIONS** Inc. **ACT OF 1996** TCG Pittsburgh Dated as of February 3, 1997 by and between **BELL ATLANTIC -**PENNSYLVANIA, INC. and TCG - PITTSBURGH Pennsylvania INTERCONNECTION Verizon Effective Amendment 4 (former Bell 9/13/96 AGREEMENT UNDER Pennsylvania Inc., Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - Pennsylvania, Eastern TeleLogic **TELECOMMUNICATIONS** Inc. **ACT OF 1996** Dated as of September TCG Delaware 13, 1996 Valley, Inc., by and between f/k/a Eastern **BELL ATLANTIC-**TeleLogic Corporation PENNSYLVANIA, INC. and **EASTERN TELELOGIC** CORPORATION

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Verizon North Inc., Amendment 4 Pennsylvania Adopted Agreement: Adoption (former GTE) f/k/a GTE North Effective INTERCONNECTION, 1/26/00 Incorporated **RESALE** (TCG adopted the terms of the AT&T AND UNBUNDLING AT&T agreement) **AGREEMENT** Communications of Pennsylvania, between GTE NORTH, INC. Inc. (Teleport and Communications AT&T COMMUNICATIONS **Group Inc./TCG** OF PENNSYLVANIA, INC. Pittsburgh and TCG Delaware Valley, Inc., adoptees) TCG INTERCONNECTION AGREEMENTS Rhode Island INTERCONNECTION Verizon New **Effective** Amendment 4 England Inc., AGREEMENT UNDER 4/21/99 SECTIONS 251 AND 252 d/b/a Verizon OF THE Rhode Island, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of April 21, 1999 Telegraph by and between Company, BELL ATLANTIC-RHODE d/b/a Bell Atlantic **ISLAND** - Rhode Island and TCG RHODE ISLAND TCG Rhode Island

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS **GTE Southwest Amendment 3 Texas** Adopted Agreement: Adoption Incorporated, Effective INTERCONNECTION, (TCG adopted the d/b/a Verizon 2/20/98 terms of the AT&T RESALE Southwest agreement) AND UNBUNDLING AT&T **AGREEMENT Communications** between **GTE SOUTHWEST** of the Southwest, INCORPORATED AND Inc. (TCG Dallas **CONTEL OF TEXAS, INC.** and Teleport **Communications** AT&T COMMUNICATIONS Houston, Inc., OF THE SOUTHWEST. adoptee) INC. TCG INTERCONNECTION AGREEMENTS Amendment 3 INTERCONNECTION Verizon Virginia Effective Virginia (former Bell AGREEMENT UNDER Inc. 10/8/02 Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE Virginia, Inc. **TELECOMMUNICATIONS ACT OF 1996** TCG Virginia, Inc. Dated as of October 8, 2002 by and between **VERIZON VIRGINIA INC.** and TCG VIRGINIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Adopted Agreement: **Verizon South** Amendment 2 Virginia Adoption Inc., (former GTE) Effective 7/22/97 f/k/a GTE South Interim Virginia Co-(TCG adopted the **Carrier Agreement** Incorporated terms of the MCI between MFS Intelenet Worldcom of Virginia, Inc. and GTE **MCI WORLDCOM** agreement) South Incorporated **Communications** of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) TCG INTERCONNECTION AGREEMENTS Adopted Agreement: **Verizon Northwest** Adoption Amendment 2 Washington Effective Inc., (TCG adopted the INTERCONNECTION. f/k/a GTE 4/21/99 terms of the AT&T RESALE Northwest agreement) AND UNBUNDLING Incorporated **AGREEMENT** AT&T between **GTE NORTHWEST Communications** INCORPORATED of the Pacific Northwest, Inc. and AT&T COMMUNICATIONS (TCG Seattle, OF THE PACIFIC adoptee) NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Amendment 5 Washington, DC INTERCONNECTION Verizon Effective AGREEMENT UNDER Washington, DC 2/3/97 SECTIONS 251 AND 252 Inc.. OF THE f/k/a Bell Atlantic **TELECOMMUNICATIONS** - Washington, **ACT OF 1996** D.C., Inc. Dated as of February 3 1997 Teleport by and between Communications -**BELL ATLANTIC -**Washington, D.C., WASHINGTON, D.C., INC. Inc. and **TELEPORT COMMUNICATIONS -**WASHINGTON, D.C., INC. TCG INTERCONNECTION AGREEMENTS West Virginia **Adopted Agreement: Verizon West** Adoption Amendment 3 Virginia Inc., Effective (TCG adopted the f/k/a Bell Atlantic MCImetro/Bell Atlantic 6/15/02 terms of the INTERCONNECTION - West Virginia, MCImetro AGREEMENT 1997 Inc. agreement) Agreement between **MCImetro Access MCImetro Access Transmission** Transmission Services. Services, LLC, f/k/a MCImetro Inc. and Bell Atlantic-West Virginia, Inc. Access **Transmission** Services, Inc. (TCG Virginia, Inc., adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF EFFECTIVE STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Wisconsin **Adopted Agreement:** Verizon North Inc., Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, 11/24/03 Incorporated terms of the AT&T RESALE agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of Wisconsin, Inc. between (TCG Milwaukee, AT&T COMMUNICATIONS OF WISCONSIN, INC. Inc., adoptee) and **GTE NORTH INCORPORATED**

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like upon terms or conditions other than those that may be required by the Agreement.
- B. From the Effective Date through May 31, 2008, the discount rates applicable to the services that Verizon is required to make available to AT&T for resale pursuant to the Interconnection Agreements or Applicable Law shall be those discount rates set forth in Appendix B to this Attachment 2, notwithstanding any other resale discount rates that may go into effect in a particular state, whether by virtue of a change of law or pursuant to a tariff filed by Verizon. For the avoidance of doubt, this Amendment does not affect which services Verizon is obligated to provide to AT&T for resale under the Interconnection Agreements or Applicable Law, but only the discount rate at which Verizon makes any such resale service available under Section 251(c)(4) of the Act.
- C. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through May 31, 2008, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after May 31, 2008. In case of the expiration or termination of an Interconnection Agreement prior to May 31, 2008, the terms contained herein shall nevertheless continue to remain in effect through May 31, 2008 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after May 31, 2008.

Attachment 2 To Amendment to Interconnection Agreements

Appendix A – Monthly Recurring DS0 Loop Charges

Unbundled Loops – Arizona

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$30.00/Month
2 Wire Digital Loop	Density Cell:
	1 - \$30.00/Month

Unbundled Loops – California

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$21.87/Month
2 Wire Digital Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$21.87/Month

Unbundled Loops – Connecticut

Recurring Charges:
Density Cell
1B - \$11.31/Month
Density Cell:
1B - \$16.70/Month

Customer Specified Signaling - 2-Wire Ground Start	Density Cell: 1B - \$14.21/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire EBS	1B - \$27.47/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1B - \$11.31/Month

Unbundled Loops – District of Columbia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
ISDN BRI Loop	Density Cell:
	1 - \$17.52/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$17.52/Month

Unbundled Loops – Delaware

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$13.13/Month
	3 - \$16.67/Month

ISDN BRI Loop	Density Cell: 1 - \$11.68/Month 2 - \$14.70/Month 3 - \$18.21/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$13.13/Month 3 - \$16.67/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.68/Month 2 - \$14.70/Month 3 - \$18.21/Month

Unbundled Loops – Florida

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$12.00/Month
	2 - \$16.18/Month
	3 - \$27.54/Month
2 Wire Digital Loop	Density Cell:
	1 - \$12.00/Month
	2 - \$16.18/Month
	3 - \$27.54/Month

Unbundled Loops – Idaho

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$45.00/Month
2 Wire Digital Loop	Density Cell:
	1 - \$45.00/Month

Unbundled Loops – Illinois

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$24.04/Month
2 Wire Digital Loop	Density Cell:
	1 - \$24.04/Month

Unbundled Loops – Indiana

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$13.14/Month 3 - \$19.79/Month
2 Wire Digital Loop	Density Cell: All - \$14.63/Month

Unbundled Loops – Massachusetts

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
ISDN BRI Loop	Density Cell: 1 - \$13.30/Month 2 - \$12.93/Month 3 - \$17.96/Month 4 - \$29.50/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.37/Month
	3 - \$15.41/Month
	4 - \$24.32/Month

Unbundled Loops – Maryland

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Rate Group
	A1 - \$11.00/Month
	A2 - \$11.00/Month
	B1 - \$21.92/Month
	B2 - \$14.45/Month
ISDN BRI Loop	Rate Group
	A1 - \$12.38/Month
	A2 - \$12.62/Month
	B1 - \$24.20/Month
	B2 - \$16.73/Month
Customer Specified Signaling - 2-Wire	Rate Group
	A1 - \$11.00/Month
	A2 - \$11.00/Month
	B1 - \$21.92/Month
	B2 - \$14.45/Month
2 Wire ADSL/IDSL/SDSL Loop	Rate Group
	A1 - \$11.00/Month
	A2 - \$11.00/Month
	B1 - \$21.92/Month
	B2 - \$14.45/Month
2 Wire HDSL Loop	Rate Group
	A1 - \$26.62/Month
	A2 - \$27.27/Month
	B1 - \$50.22/Month
	B2 - \$35.35/Month

Unbundled Loops – Maine

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month
ISDN BRI Loop	Density Cell:
	1 - \$21.81/Month
	2 - \$25.73/Month
	3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month

Unbundled Loops – Michigan

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$23.98/Month
2 Wire Digital Loop	Density Cell: 1 - \$23.98/Month

Unbundled Loops – Nevada

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$27.41/Month
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2 Wire Digital Loop	Density Cell: 1 - \$27.41/Month
2-Wire Channelized Additional Cost of Unbundling	Density Cell: 1 - \$12.45/Month
ISDN-BRI Loop	Density Cell 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of Unbundling	Density Cell: 1 - \$36.50/Month
ADSL High Capacity Loop	Density Cell: 1 - \$75.22/Month

Unbundled Loops – New Hampshire

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
ISDN BRI Loop	Density Cell: 1 - \$31.63/Month 2 - \$33.41/Month 3 - \$63.74/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell</u> : 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell</u> : 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month

Unbundled Loops – New Jersey

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$11.82/Month
ISDN BRI Loop	Density Cell:
	1 - \$12.13/Month
	2 - \$13.74/Month
	3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$11.82/Month

Unbundled Loops – New York

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1A - \$11.00/Month
	1B - \$11.31/Month
	2 - \$15.51/Month
ISDN BRI Loop	Density Cell:
	1A - \$11.93/Month
	1B - \$16.70/Month
	2 - \$22.70/Month

Customer Specified Signaling - 2-Wire Ground Start	Density Cell: 1A - \$11.00/Month 1B - \$14.21/Month 2 - \$18.42/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1A - \$12.47/Month 1B - \$16.04/Month 2 - \$20.25/Month
Customer Specified Signaling - 2-Wire EBS	1A - \$23.98/Month 1B - \$27.47/Month 2 - \$31.72/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

Unbundled Loops – North Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$19.68/Month
	2 - \$38.12/Month
	3 - \$49.31/Month
ISDN-BRI Loop	Density Cell:
	1 - \$42.92/Month
	2 - \$83.13/Month
	3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	Density Cell
	1 - \$54.02/Month
	2 - \$104.62/Month
	3 - \$135.31/Month

2 Wire HDSL Loop	Density Cell:
	1 - \$60.39/Month
	2 - \$116.97/Month
	3 - \$151.28/Month

Unbundled Loops – Ohio

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$15.73/Month
2 Wire Digital Loop	Density Cell: 1 - \$15.73/Month

Unbundled Loops – Oregon

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.36/Month
	2 - \$25.83/Month
	3 - \$50.16/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.36/Month
	2 - \$25.83/Month
	3 - \$50.16/Month

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$12.39/Month
	4 - \$22.39/Month

ISDN BRI Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$13.90/Month 4 - \$23.66/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$13.54/Month 2 - \$16.26/Month 3 - \$19.36/Month 4 - \$28.11/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops - Pennsylvania (Verizon North Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	3 - \$12.39/Month
	4 - \$22.39/Month
2 Wire Digital Loop	Density Cell:
	3 - \$12.39/Month
	4 - \$22.39/Month

Unbundled Loops – Rhode Island

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.19/Month
	2 - \$15.44/Month
	3 - \$19.13/Month

ISDN BRI Loop	Density Cell: 1 - \$24.92/Month 2 - \$31.74/Month 3 - \$28.73/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month

Unbundled Loops – South Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$18.00/Month
2 Wire Digital Loop	Density Cell:
	1 - \$18.00/Month

Unbundled Loops – Texas

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$13.63/Month
	2 - \$35.45/Month
	3 - \$78.77/Month
2 Wire Digital Loop	Density Cell:
	1 - \$13.63/Month
	2 - \$35.45/Month
	3 - \$78.77/Month

Unbundled Loops – Virginia (Verizon Virginia Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.89/Month
	2 - \$15.26/Month
	3 - \$28.43/Month
ISDN BRI Loop	Density Cell:
	1 - \$14.15/Month
	2 - \$17.09/Month
	3 - \$30.42/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$16.76/Month
	2 - \$19.69/Month
	3 - \$32.98/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.89/Month
	2 - \$15.26/Month
	3 - \$28.43/Month

Unbundled Loops - Virginia (Verizon South Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.99/Month
	2 - \$17.94/Month
	3 - \$24.44/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.99/Month
	2 - \$17.94/Month
	3 - \$24.44/Month

Unbundled Loops – Vermont

Service or Element Description:	Recurring Charges:

2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
ISDN BRI Loop	Density Cell: 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell</u> : 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month

Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
	*Digital loop rates not specifically
	enumerated in tariff, but equal Analog
	rates.

Unbundled Loops – Wisconsin

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$32.00/Month
2 Wire Digital Loop	Density Cell:
	1 - \$32.00/Month

Unbundled Loops – West Virginia

Comics on Florent Description	Dearwing Changes
Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.49/Month
	2 - \$22.04/Month
	3 - \$35.00/Month
	4 - \$43.44/Month
ISDN BRI Loop	Density Cell:
	1 - \$16.66/Month
	2 - \$24.20/Month
	3 - \$37.16/Month
	4 - \$45.60/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$14.49/Month
	2 - \$22.04/Month
	3 - \$35.00/Month
	4 - \$43.44/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$14.49/Month
	2 - \$22.04/Month
	3 - \$35.00/Month
	4 - \$43.44/Month

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

	With Operator & DA		Without Operator & DA	
State	Business	Residence	Business	Residence
Connecticut	19.10%	19.10%	21.70%	21.70%
Delaware	16.00%	16.00%	20.00%	20.00%
District of Col.	12.72%	12.72%	14.79%	14.79%
Maine	23.76%	19.80%	25.74%	23.03%
Maryland	19.87%*	19.87%*	19.87%	19.87%
Massachusetts	24.99%	24.99%	29.47%	29.47%
New Hampshire	18.78%	17.30%	20.25%	19.04%
New Jersey	17.04%	17.04%	20.03%	20.03%
New York	19.10%	19.10%	21.70%	21.70%
Pennsylvania – Verizon Pennsylvania Inc.	23.43% **	23.43% **	25.69%	25.69%
Rhode Island	14.26%	17.87%	16.38%	18.82%
Vermont	26.01%	18.20%	27.66%	20.43%
Virginia – Verizon Virginia Inc.	18.50%	18.50%	21.30%	21.30%
West Virginia	15.05%	15.05%	17.84%	17.84%

^{*} In MD, residential DA and verification services are available for resale at the retail rate; no discount applies

^{**} Includes the 5% PA Gross Receipts Tax

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	Resale Avoided Cost Discount With VZ Operator & DA	Resale Avoided Cost Discount Without VZ Operator & DA	
Arizona	14.50%	14.50%	
California	12.00%	12.00%	
Florida	13.04%	13.04%	
Idaho	13.50%	13.50%	
Illinois	17.50%	17.50%	
Indiana	19.58%	22.30%	
Michigan	15.80%	16.76%	
North Carolina	19.97%	19.97%	
Nevada	16.00%	16.00%	
Ohio	12.16%	16.41%	
Oregon	17.00%	17.00%	
Pennsylvania – Verizon North Inc.	22.80%	22.80%	
South Carolina	18.66%	18.66%	
Texas	22.99%	22.99%	
Virginia – Verizon South Inc.	20.60%	23.40%	
Washington	10.10%*	10.10%*	
Wisconsin	18.45%	18.45%	

^{*} In WA, OS&DA services discounted at 0.6%